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Calabasas, California 91302  
(818) 884-3991

Attorneys for Defendant, Chino Commercial Bank, N.A., a national association

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

CHERYL THURSTON, an individual,

Plaintiff,

vs.

CHINO COMMERCIAL BANK, N.A., a  
national banking association; and Does 1 through  
10, inclusive,

Defendants.

) Case No.

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**NOTICE OF REMOVAL OF ACTION**

**TO THE CLERK OF THE ABOVE-ENTITLED COURT:**

**PLEASE TAKE NOTICE** that Defendant, Chino Commercial Bank, N.A., a national association, erroneously sued in the state court as a national banking association, hereby removes to this Court the state court action described below.

1. On May 5, 2017 an action was commenced by Plaintiff, Cheryl Thurston, in the Superior Court of the State of California in and for the County of San Bernardino, entitled Cheryl Thurston, an individual, Plaintiff, vs. Chino Commercial Bank N.A., a national banking association and Does 1 – 10, inclusive, Defendants, as case number CIVDS1708568.

1           2. A copy of all pleadings served on this removing Defendant in the state court action (the  
2 "state court file") are attached hereto as Exhibit "A".

3           3. The first date upon which Defendant, Chino Commercial Bank, N.A., received a copy  
4 of the said complaint was May 17, 2017, when Defendant was served with a copy of the said  
5 complaint and a summons from the said state court.

6           4. This action is a civil action of which this Court has original and supplemental  
7 jurisdiction under 42 U.S.C.A. § 1218, *et. seq.* and U.S.C.A., Const. art. I, § 8, cl. 3 and may be  
8 removed to this Court by Defendant under 28 U.S.C.A. § 1441(c) in that it arises under the federal  
9 law which is commonly known as the Americans With Disabilities Act [28 U.S.C.A. § 1218, *et.*  
10 *seq.*] and it involves access to Defendant's web-site and thus commerce among the several States.  
11 U.S.C.A., Const. art. I, § 8, cl. 3.

12           5. No other Defendants have been named or served at this time.

13           **WHEREFORE**, Defendant, Chino Commercial Bank, N.A., prays that this action be  
14 removed to the United States District Court for the Central District of California.

15 Dated: May 31, 2017

PÉREZ & HAWES LLP

16 By 

Eric Everett Hawes, Esq.  
Attorneys for Defendant,  
Chino Commercial Bank, N.A.

**Thurston v. Chino Commercial Bank**

**USDC Case No. (pending)**

**EXHBIT "A"**

# SUMMONS (CITACION JUDICIAL)

## NOTICE TO DEFENDANT:

(AVISO AL DEMANDADO):

CHINO COMMERCIAL BANK, N.A., a national banking association;  
and DOES 1-10, inclusive,

## YOU ARE BEING SUED BY PLAINTIFF:

(LO ESTÁ DEMANDANDO EL DEMANDANTE):

CHERYL THURSTON, an individual,

SUM-100

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)

SUPERIOR COURT  
COUNTY OF SAN BERNARDINO  
SAN BERNARDINO DISTRICT - CIVIL DIVISION

MAY - 5 2017

BY VERONICA GONZALEZ, DEPUT.

NOTICE: You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

AVISO: Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen este citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 o más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es):

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN BERNARDINO

San Bernardino District - Civil Division

247 West Third Street, San Bernardino, CA 92415-0210

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Scott J. Ferrell (SBN 202091)

PACIFIC TRIAL ATTORNEYS, APC

4100 Newport Place Drive, Suite 800, Newport Beach, CA 92660

DATE:

(Fecha)

MAY - 5 2017

Clerk, by  
(Secretario)

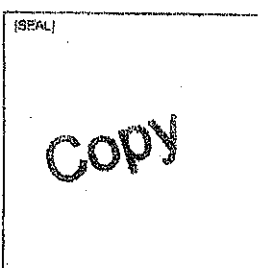
VERONICA GONZALEZ

Deputy  
(Adjunto)

Phone No.: (949) 706-6464

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de este citación use el formulario Proof of Service of Summons, (POS-010).)



NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.

2. ☐ as the person sued under the fictitious name of (specify):

3. ☒ on behalf of (specify):  
BANK, N.A., A NATIONAL BANKING  
ASSOCIATION

under: ☐ CCP 418.10 (corporation)

☐ CCP 418.20 (defunct corporation)

☒ CCP 418.40 (association or partnership)

☐ other (specify):

4. ☐ by personal delivery on (date):

☐ CCP 418.60 (minor)

☐ CCP 418.70 (conservatee)

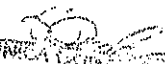
☐ CCP 418.90 (authorized person)

1 PACIFIC TRIAL ATTORNEYS  
A Professional Corporation  
2 Scott J. Ferrell, Bar No. 202091  
[sferrell@pacifictrialattorneys.com](mailto:sferrell@pacifictrialattorneys.com)  
3 Victoria C. Knowles, Bar No. 277231  
[vkowles@pacifictrialattorneys.com](mailto:vkowles@pacifictrialattorneys.com)  
4 4100 Newport Place, Ste. 800  
Newport Beach, CA 92660  
5 Tel: (949) 706-6464  
Fax: (949) 706-6469

6 Attorneys for Plaintiff  
7  
8

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SAN BERNARDINO  
SAN BERNARDINO COUNTY CLERK'S OFFICE

MAY - 5 2017

BY  VERONICA L. SMITH, CLERK

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
10 FOR THE COUNTY OF SAN BERNARDINO  
11

12 CHERYL THURSTON, an individual,

13 Plaintiff.

14 v.

15 CHINO COMMERCIAL BANK, N.A., a national  
16 banking association; and DOES 1-10, inclusive,

17 Defendants.  
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Case No.

CIVDS1708568

COMPLAINT

COMPLAINT

1 Plaintiff Cheryl Thurston ("Plaintiff"), alleges the following upon information and belief based  
 2 upon investigation of counsel, except as to her own acts, which she alleges upon personal knowledge:

### 3 INTRODUCTION

4 1. Plaintiff Cheryl Thurston is a blind individual who requires screen reading software to  
 5 read website content and access the internet. Defendant Chino Commercial Bank, N.A. maintains its  
 6 website, [www.chinocommercialbank.com](http://www.chinocommercialbank.com), in such a way that it contains numerous access barriers  
 7 preventing Plaintiff, and other blind and visually-impaired individuals, from gaining equal access to  
 8 [www.chinocommercialbank.com](http://www.chinocommercialbank.com). Defendant's denial of full and equal access to its website, and  
 9 therefore its products and services offered thereby, is a violation of Plaintiff's rights under California's  
 10 Unruh Civil Rights Act.

### 11 JURISDICTION AND VENUE

12 2. This Court has subject matter jurisdiction over this action. This Court has personal  
 13 jurisdiction over Defendant because it conducted and continues to conduct substantial business in the  
 14 State of California, County of San Bernardino, and Defendant's offending website is available across  
 15 California.

16 3. Venue is proper in this Court because Defendant's corporation headquarters is located  
 17 in this County and it conducts substantial business in this County. Venue is also proper because a  
 18 substantial portion of the misconduct alleged herein occurred in the County of San Bernardino.

### 19 PARTIES

20 4. Plaintiff resides in San Bernardino County, California. Plaintiff is permanently blind  
 21 and uses a screen reader in order to access the internet and read website content. Despite several  
 22 attempts to use and navigate [www.chinocommercialbank.com](http://www.chinocommercialbank.com), Plaintiff has been denied the full use  
 23 and enjoyment of the facilities and services of [www.chinocommercialbank.com](http://www.chinocommercialbank.com) as a result of  
 24 accessibility barriers on [www.chinocommercialbank.com](http://www.chinocommercialbank.com). The access barriers on  
 25 [www.chinocommercialbank.com](http://www.chinocommercialbank.com) have caused a denial of Plaintiff's full and equal access multiple  
 26 times in the past, and now deter Plaintiff on a regular basis from accessing Defendant's website.  
 27 Similarly, the access barriers on [www.chinocommercialbank.com](http://www.chinocommercialbank.com) have deterred Plaintiff from visiting  
 28 Defendant's bank branch locations.

1           5. Plaintiff is informed and believes, and thereon alleges, that Defendant Chino  
 2 Commercial Bank, N.A. is a national banking association with its principal place of business located in  
 3 Chino, California. Plaintiff is informed and believes, and thereon alleges, that Defendant owns and  
 4 operates Chino Commercial Bank branch locations in California. These locations constitute places of  
 5 public accommodation. Defendant's locations provide to the public important goods and/or services.  
 6 Defendant also provides to the public the [www.chinocommercialbank.com](http://www.chinocommercialbank.com) website.  
 7 [www.chinocommercialbank.com](http://www.chinocommercialbank.com) provides access to the array of services, including bank branch and  
 8 ATM locators, and many other benefits related to these facilities and services. The Chino Commercial  
 9 Bank locations in California are public accommodations within the definition of Title III of the  
 10 Americans With Disabilities Act of 1990 ("ADA"), 42 U.S.C. § 12181(7).  
 11 [www.chinocommercialbank.com](http://www.chinocommercialbank.com) is a service, privilege, and advantage of the Chino Commercial Bank  
 12 locations and is likewise a "business establishment" within the meaning of California Civil Code § 51  
 13 et seq. [www.chinocommercialbank.com](http://www.chinocommercialbank.com) is a service that is by and integrated with these locations.

14           6. At all relevant times, each and every Defendant was acting as an agent and/or employee  
 15 of each of the other Defendants and was acting within the course and/or scope of said agency and/or  
 16 employment with the full knowledge and consent of each of the Defendants. Each of the acts and/or  
 17 omissions complained of herein were alleged and made known to, and ratified by, each of the other  
 18 Defendants (Chino Commercial Bank, N.A. and DOE Defendants will hereafter collectively be  
 19 referred to as "Defendant").

20           7. The true names and capacities of the Defendants sued herein as DOES 1 through 10,  
 21 inclusive, are currently unknown to Plaintiff, who therefore sues such Defendants by fictitious names.  
 22 Each of the Defendants designated herein as a DOE is legally responsible for the unlawful acts alleged  
 23 herein. Plaintiff will seek leave of Court to amend this Complaint to reflect the true names and  
 24 capacities of the DOE Defendants when such identities become known.

#### 25           FACTS

26           8. The Internet has become a significant source of information, a portal and tool for  
 27 conducting business, and a means for doing everyday activities such as shopping, banking, etc. for  
 28 both the sighted and blind, and/or visually-impaired persons.



1           9.     Blind individuals may access websites by using keyboards in conjunction with screen-  
2 reading software that vocalizes visual information on a computer screen. Screen access software  
3 provides the only method by which a blind person may independently access the internet. Unless  
4 websites are designed to be read by screen reading software, blind persons are unable to fully access  
5 websites and the information, products and services contained thereon.

6           10.    The international website standards organization, W3C, has published version 2.0 of the  
7 Web Content Accessibility Guidelines ("WCAG 2.0"). WCAG 2.0 are well-established guidelines for  
8 making websites accessible to blind and visually-impaired people. These guidelines are successfully  
9 followed by numerous large business entities to ensure their websites are accessible. These guidelines  
10 recommend several basic components for making websites accessible including, but not limited to:  
11 adding invisible alternative text to graphics; ensuring that all functions can be performed using a  
12 keyboard and not just a mouse; ensuring that image maps are accessible; and adding headings so that  
13 blind people can easily navigate websites. Without these very basic components, a website will be  
14 inaccessible to a blind or visually-impaired person using a screen reader.

15           11.    Defendant offers the commercial website, [www.chinocommercialbank.com](http://www.chinocommercialbank.com).  
16 [www.chinocommercialbank.com](http://www.chinocommercialbank.com) which provides, among other things, information concerning the  
17 Chino Commerical Bank branch locations it operates, descriptions of its products and services, and  
18 allows users to find the location for them to visit.

19           12.    Based on information and belief, it is Defendant's policy and practice to deny blind  
20 users, including Plaintiff, equal access to [www.chinocommercialbank.com](http://www.chinocommercialbank.com). Due to Defendant's  
21 failure and refusal to remove access barriers on [www.chinocommercialbank.com](http://www.chinocommercialbank.com), Plaintiff and other  
22 blind and visually impaired individuals have been and are being denied equal access to the Chino  
23 Commercial Bank branch locations and to the other services offered to the public through  
24 [www.chinocommercialbank.com](http://www.chinocommercialbank.com).

25           13.    Defendant denies blind individuals access to the services and information made  
26 available through [www.chinocommercialbank.com](http://www.chinocommercialbank.com) by preventing them from freely navigating  
27 [www.chinocommercialbank.com](http://www.chinocommercialbank.com). [www.chinocommercialbank.com](http://www.chinocommercialbank.com) contains access barriers that  
28 prevent free and full use by blind persons using screen reading software.



1           14.   www.chinocommercialbank.com's barriers are pervasive and include, but are not  
2 limited to, the following: (1) missing Alternative Text, or a text equivalent. Alternative Text is  
3 invisible code embedded beneath a graphical image on a website. Web accessibility requires that  
4 Alternative Text be coded with each picture so that a screen reader can speak the Alternative Text  
5 where a sighted user sees pictures. Alternative Text does not change the visual presentation, but  
6 instead a text box will pop-up when the mouse moves over the picture. The lack of Alternative Text  
7 on these graphics prevents screen readers from accurately vocalizing a description of the graphics. As  
8 a result, visually-impaired Chino Commercial Bank customers are unable to determine what is on the  
9 website, browse the site, look for the Chino Commercial Bank locations, check out Defendant's  
10 products and services and/or determine which location to visit; (2) Empty links that contain no text  
11 causing the function or purpose of the link to not be presented to the user. This can introduce  
12 confusion for keyboard and screen reader users; (3) Redundant Links where adjacent links go to the  
13 same URL address which results in additional navigation and repetition for keyboard and screen reader  
14 users; and (4) Missing form labels which presents a problem because if a form control does not have a  
15 properly associated text label, the function or purpose of that form control may not be presented to  
16 screen reader users. Form labels also provide visible descriptions and larger clickable targets for form  
17 controls.

18           15.   Due to the inaccessibility of www.chinocommercialbank.com, blind and otherwise  
19 visually impaired customers who use screen readers cannot effectively browse for Defendant's  
20 locations, products and services online. If www.chinocommercialbank.com were accessible, Plaintiff  
21 could independently investigate services and products, and find the locations to visit, via Defendant's  
22 website as sighted individuals can and do.

23           16.   Despite several attempts to use www.chinocommercialbank.com since February 2017,  
24 the numerous access barriers contained on Defendant's website have denied Plaintiff's full and equal  
25 access, and Plaintiff continues to be deterred on a regular basis from accessing Defendant's website.  
26 Similarly, based on the numerous access barriers contained on www.chinocommercialbank.com,  
27 Plaintiff has been deterred from visiting any of Defendant's physical locations that Plaintiff may locate  
28 by using www.chinocommercialbank.com.

1 **FIRST CAUSE OF ACTION**

2 **Violation of the Unruh Civil Rights Act, California Civil Code § 51 et seq.**

3 **(By Plaintiff Against All Defendants)**

4 17. Plaintiff incorporates by this reference the allegations contained in the preceding  
5 paragraphs above as if fully set forth herein.

6 18. California Civil Code § 51 et seq. guarantees equal access for people with disabilities to  
7 the accommodations, advantages, facilities, privileges, and services of all business establishments of  
8 any kind whatsoever. Defendant is systematically violating the Unruh Civil Rights Act, California  
9 Civil Code § 51 et seq.

10 19. Defendant's Chino Commercial Bank locations are "business establishments" within  
11 the meaning of the California Civil Code § 51 et seq. Defendant generates millions of dollars in  
12 revenue from the sale of its services in California through its Chino Commercial Bank locations and  
13 related services and [www.chinocommercialbank.com](http://www.chinocommercialbank.com). [www.chinocommercialbank.com](http://www.chinocommercialbank.com) is a service  
14 provided by Defendant that is inaccessible to patrons who are visually-impaired like Plaintiff. This  
15 inaccessibility denies visually-impaired patrons full and equal access to the facilities and services that  
16 Defendant makes available to the non-disabled public. Defendant is violating the Unruh Civil Rights  
17 Act, California Civil Code § 51 et seq., in that Defendant is denying visually-impaired customers the  
18 services provided by [www.chinocommercialbank.com](http://www.chinocommercialbank.com). These violations are ongoing.

19 20. Defendant's actions constitute intentional discrimination against Plaintiff on the basis  
20 of a disability in violation of the Unruh Civil Rights Act, Cal. Civil Code § 51 et seq. in that:  
21 Defendant has constructed a website that is inaccessible to Plaintiff; maintains the website in this  
22 inaccessible form; and has failed to take adequate actions to correct these barriers even after being  
23 notified of the discrimination that such barriers cause.

24 21. Defendant is also violating the Unruh Civil Rights Act, California Civil Code § 51 et  
25 seq. in that the conduct alleged herein likewise constitutes a violation of various provisions of the  
26 ADA, 42 U.S.C. § 12101 et seq. Section 51(f) of the California Civil Code provides that a violation of  
27 the right of any individual under the ADA shall also constitute a violation of the Unruh Civil Rights  
28 Act.

22. The actions of Defendants were and are in violation of the Unruh Civil Rights Act, California Civil Code § 51 *et seq.*, and, therefore, Plaintiff is entitled to injunctive relief remedying the discrimination. However, Plaintiff expressly limits the injunctive relief she seeks to \$50,000 or less.

23. Plaintiff is also entitled to statutory minimum damages pursuant to California Civil Code § 52 for each and every offense.

24. Plaintiff is also entitled to reasonable attorneys' fees and costs; however, Plaintiff hereby expressly limits the amount of money that Plaintiff presently seeks to recover in this action to less than \$75,000, such that the maximum amount of any total recovery shall not exceed \$74,999.

25. Plaintiff is also entitled to a preliminary and permanent injunction enjoining Defendants from violating the Unruh Civil Rights Act, California Civil Code § 51 *et seq.*, and requiring Defendant to take the steps necessary to make [www.chinocommercialbank.com](http://www.chinocommercialbank.com) readily accessible to and usable by visually-impaired individuals. However, Plaintiff hereby expressly states that she does not seek injunctive relief that would require Defendant to expend total sums greater than \$50,000.

#### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff, individually, prays for relief and judgment as follows:

1. A preliminary and permanent injunction enjoining Defendants from violating the Unruh Civil Rights Act, California Civil Code § 51 *et seq.*;

2. A preliminary and permanent injunction requiring Defendant to take the steps necessary to make [www.chinocommercialbank.com](http://www.chinocommercialbank.com) readily accessible to and usable by visually-impaired individuals but Plaintiff hereby expressly limits the injunctive relief to require that Defendant expend no more than \$50,000 thereon;

3. An award of statutory minimum damages of \$4,000 per violation pursuant to section 52(a) of the California Civil Code;

4. For attorneys' fees and expenses pursuant to all applicable laws including, without limitation, California Civil Code § 52(a);

5. For pre-judgment interest to the extent permitted by law;

6. For costs of suit; and

1           7.     For such other and further relief as the Court deems just and proper.  
2

3     Dated: May 5, 2017

PACIFIC TRIAL ATTORNEYS, APC

4  
5     By:  \_\_\_\_\_

6     Scott, J. Ferrell

7     Attorneys for Plaintiff  
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**DEMAND FOR JURY TRIAL**

Plaintiff hereby demands a trial by jury of all claims and causes of action so triable in this lawsuit.

Dated: May 5, 2017

PACIFIC TRIAL ATTORNEYS, APC

By



Scott, J. Ferrell  
Attorneys for Plaintiff

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Scott J. Ferrell (Bar #202091) / Victoria C. Knowles (Bar # 277231) PACIFIC TRIAL ATTORNEYS, A Professional Corporation 4100 Newport Place Drive, Suite 800, Newport Beach, CA 92660 TELEPHONE NO.: (949) 706-6464 FAX NO.: ATTORNEY FOR (Name): Plaintiff Cheryl Thurston		<b>CM-010</b>  FOR COURT USE ONLY  MAY -5 2017  VERONICA GONZALEZ
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN BERNARDINO STREET ADDRESS: 247 West Third Street MAILING ADDRESS: CITY AND ZIP CODE: San Bernardino 92415-0210 BRANCH NAME: San Bernardino District - Civil Division		
CASE NAME: Thurston v. Chino Commercial Bank, et al.		
<b>CIVIL CASE COVER SHEET</b> <input checked="" type="checkbox"/> <b>Unlimited</b> (Amount demanded exceeds \$25,000) <input type="checkbox"/> <b>Limited</b> (Amount demanded is \$25,000 or less)		<b>Complex Case Designation</b> <input type="checkbox"/> <b>Counter</b> <input type="checkbox"/> <b>Joinder</b> Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)
		CASE NUMBER: <b>WDS1708568</b>  JUDGE: DEPT:

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:		
<b>Auto Tort</b> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <b>Other P/DPD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b> <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other P/DPD/WD (23) <b>Non-P/DPD/WD (Other) Tort</b> <input type="checkbox"/> Business tort/unfair business practice (07) <input checked="" type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-P/DPD/WD tort (35) <b>Employment</b> <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	<b>Contract</b> <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (08) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) <b>Real Property</b> <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) <b>Unlawful Detainer</b> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <b>Judicial Review</b> <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	<b>Provisionally Complex Civil Litigation</b> (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (26) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) <b>Enforcement of Judgment</b> <input type="checkbox"/> Enforcement of judgment (20) <b>Miscellaneous Civil Complaint</b> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <b>Miscellaneous Civil Petition</b> <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)

2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- |  |  |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties   | d. <input type="checkbox"/> Large number of witnesses  |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence   | f. <input type="checkbox"/> Substantial postjudgment judicial supervision  |
3. Remedies sought (check all that apply): a. ☒ monetary     b. ☒ nonmonetary; declaratory or injunctive relief     c. ☐ punitive
4. Number of causes of action (specify): ONE (1)
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: May 5, 2017

 Scott J. Ferrell  
 (TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

<b>NOTICE</b>	
• Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions. • File this cover sheet in addition to any cover sheet required by local court rule. • If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding. • Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.	

 Form Adopted for Mandatory Use  
 Judicial Council of California  
 CM-010 [Rev. July 1, 2007]

## CIVIL CASE COVER SHEET

 Cal. Rules of Court, rules 2.30, 3.220, 3.400-3.403, 3.740;  
 Cal. Standards of Judicial Administration, std. 3.10  
 www.courtinfo.ca.gov  
 LexisNexis® Automated California Judicial Council Forms



**INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET****CM-010**

**To Plaintiffs and Others Filing First Papers.** If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

**To Parties in Rule 3.740 Collections Cases.** A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

**To Parties in Complex Cases.** In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

**CASE TYPES AND EXAMPLES****Auto Tort**

- Auto (22)—Personal Injury/Property Damage/Wrongful Death
- Uninsured Motorist (46) *(if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)*

**Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort**

- Asbestos (04)
  - Asbestos Property Damage
  - Asbestos Personal Injury/Wrongful Death
- Product Liability *(not asbestos or toxic/environmental)* (24)
- Medical Malpractice (45)
  - Medical Malpractice—Physicians & Surgeons
  - Other Professional Health Care Malpractice
- Other PI/PD/WD (23)
  - Premises Liability (e.g., slip and fall)
  - Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
  - Intentional Infliction of Emotional Distress
  - Negligent Infliction of Emotional Distress
  - Other PI/PD/WD

**Non-PI/PD/WD (Other) Tort**

- Business Tort/Unfair Business Practice (07)
- Civil Rights (e.g., discrimination, false arrest) *(not civil harassment)* (08)
- Defamation (e.g., slander, libel) (13)
- Fraud (16)
- Intellectual Property (19)
- Professional Negligence (25)
  - Legal Malpractice
  - Other Professional Malpractice *(not medical or legal)*
- Other Non-PI/PD/WD Tort (35)

**Employment**

- Wrongful Termination (36)
- Other Employment (15)

**Contract**

- Breach of Contract/Warranty (06)
  - Breach of Rental/Lease Contract *(not unlawful detainer or wrongful eviction)*
  - Contract/Warranty Breach—Seller Plaintiff *(not fraud or negligence)*
  - Negligent Breach of Contract/Warranty
  - Other Breach of Contract/Warranty
- Collections (e.g., money owed, open book accounts) (09)
  - Collection Case—Seller Plaintiff
  - Other Promissory Note/Collections Case
- Insurance Coverage *(not provisionally complex)* (18)
  - Auto Subrogation
  - Other Coverage
- Other Contract (37)
  - Contractual Fraud
  - Other Contract Dispute

**Real Property**

- Eminent Domain/Inverse Condemnation (14)
- Wrongful Eviction (33)
- Other Real Property (e.g., quiet title) (26)
  - Writ of Possession of Real Property
  - Mortgage Foreclosure
  - Quiet Title
  - Other Real Property *(not eminent domain, landlord/tenant, or foreclosure)*

**Unlawful Detainer**

- Commercial (31)
- Residential (32)
  - Drugs (38) *(if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)*

**Judicial Review**

- Asset Forfeiture (05)
- Petition Re: Arbitration Award (11)
- Writ of Mandate (02)
  - Writ—Administrative Mandamus
  - Writ—Mandamus on Limited Court Case Matter
  - Writ—Other Limited Court Case Review
- Other Judicial Review (39)
  - Review of Health Officer Order
  - Notice of Appeal—Labor Commissioner Appeals

**Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)**

- Antitrust/Trade Regulation (03)
- Construction Defect (10)
- Claims Involving Mass Tort (40)
- Securities Litigation (28)
- Environmental/Toxic Tort (30)
- Insurance Coverage Claims *(arising from provisionally complex case type listed above)* (41)

**Enforcement of Judgment**

- Enforcement of Judgment (20)
  - Abstract of Judgment (Out of County)
  - Confession of Judgment *(non-domestic relations)*
  - Sister State Judgment
  - Administrative Agency Award *(not unpaid taxes)*
  - Petition/Certification of Entry of Judgment on Unpaid Taxes
  - Other Enforcement of Judgment Case

**Miscellaneous Civil Complaint**

- RICO (27)
- Other Complaint *(not specified above)* (42)
  - Declaratory Relief Only
  - Injunctive Relief Only *(non-harassment)*
  - Mechanics Lien
  - Other Commercial Complaint Case *(non-tort/non-complex)*
  - Other Civil Complaint *(non-tort/non-complex)*

**Miscellaneous Civil Petition**

- Partnership and Corporate Governance (21)
- Other Petition *(not specified above)* (43)
  - Civil Harassment
  - Workplace Violence
  - Elder/Dependent Adult Abuse
  - Election Contest
  - Petition for Name Change
  - Petition for Relief From Late Claim
  - Other Civil Petition



## SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN BERNARDINO

CHERYL THURSTON

CIVDS1708568

Case No. \_\_\_\_\_

vs.

## CERTIFICATE OF ASSIGNMENT

CHINO COMMERCIAL BANK, N.A., et al.

A civil action or proceeding presented for filing must be accompanied by this certificate. If the ground is the residence of a party, name and residence shall be stated.

The undersigned declares that the above-entitled matter is filed for proceedings in the Civil Division District of the Superior Court under Rule 404 of this court for the checked reason:

☒ General☐ Collection

## Nature of Action

## Ground

- |   |  |
|---|--|
| <input type="checkbox"/> 1 Adoption   | Petitioner resides within the district.  |
| <input type="checkbox"/> 2 Conservator  | Petitioner or conservatee resides within the district.                               |
| <input type="checkbox"/> 3 Contract   | Performance in the district is expressly provided for.                               |
| <input type="checkbox"/> 4 Equity   | The cause of action arose within the district.                                       |
| <input type="checkbox"/> 5 Eminent Domain   | The property is located within the district.   |
| <input type="checkbox"/> 6 Family Law   | Plaintiff, defendant, petitioner or respondent resides within the district.          |
| <input type="checkbox"/> 7 Guardianship   | Petitioner or ward resides within the district or has property within the district.  |
| <input type="checkbox"/> 8 Harassment   | Plaintiff, defendant, petitioner or respondent resides within the district.          |
| <input type="checkbox"/> 9 Mandate  | The defendant functions wholly within the district.                                  |
| <input type="checkbox"/> 10 Name Change   | The petitioner resides within the district.  |
| <input type="checkbox"/> 11 Personal Injury   | The injury occurred within the district.   |
| <input type="checkbox"/> 12 Personal Property   | The property is located within the district.   |
| <input type="checkbox"/> 13 Probate   | Decedent resided or resides within the district or had property within the district. |
| <input type="checkbox"/> 14 Prohibition   | The defendant functions wholly within the district.                                  |
| <input type="checkbox"/> 15 Review  | The defendant functions wholly within the district.                                  |
| <input type="checkbox"/> 16 Title to Real Property  | The property is located within the district.   |
| <input type="checkbox"/> 17 Transferred Action  | The lower court is located within the district.                                      |
| <input type="checkbox"/> 18 Unlawful Detainer   | The property is located within the district.   |
| <input type="checkbox"/> 19 Domestic Violence   | The petitioner, defendant, plaintiff or respondent resides within the district.      |
| <input type="checkbox"/> 20 Other _____   |  |
| <input checked="" type="checkbox"/> 21 THIS FILING WOULD NORMALLY FALL WITHIN JURISDICTION OF SUPERIOR COURT. |  |

The address of the accident, performance, party, detention, place of business, or other factor which qualifies this case for filing in the above-designated district is:

## Location of incident

8652 Tangelo Court

(NAME - INDICATE TITLE OR OTHER QUALIFYING FACTOR)

ADDRESS

FontanaCalifornia92335

(CITY)

(STATE)

(ZIP CODE)

I declare, under penalty of perjury, that the foregoing is true and correct and that this declaration was executed on

May 5, 2017at Newport BeachCalifornia

Signature of Attorney/Party

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN BERNARDINO

San Bernardino District - Civil  
247 West Third Street

San Bernardino, CA. 924150210

-----  
CASE NO: CIVDS1708568

PACIFIC TRIAL ATTORNEYS  
4100 NEWPORT PLACE DRIVE  
SUITE 800  
NEWPORT BEACH CA 92660

NOTICE OF TRIAL SETTING CONFERENCE  
and NOTICE OF CASE ASSIGNMENT

IN RE: THURSTON -V- CHINO COMMERCIAL BANK

THIS CASE HAS BEEN ASSIGNED TO: WILFRED J SCHNEIDER JR. IN DEPARTMENT S32  
FOR ALL PURPOSES.

Notice is hereby given that the above-entitled case has been set for  
Trial Setting Conference at the court located at 247 WEST THIRD STREET  
SAN BERNARDINO, CA 92415-0210.

HEARING DATE: 11/03/17 at 8:30 in Dept. S32

DATE: 05/05/17 Nancy Eberhardt, Interim Court Executive Officer  
By: VERONICA GONZALEZ

-----  
CERTIFICATE OF SERVICE

I am a Deputy Clerk of the Superior Court for the County of San  
Bernardino at the above listed address. I am not a party to this  
action and on the date and place shown below, I served a copy of the  
above listed notice:

( ) Enclosed in a sealed envelope mailed to the interested party  
addressed above, for collection and mailing this date, following  
standard Court practices.

( ) Enclosed in a sealed envelope, first class postage prepaid in the  
U.S. mail at the location shown above, mailed to the interested party  
and addressed as shown above, or as shown on the attached listing.

(X) A copy of this notice was given to the filing party at the counter  
( ) A copy of this notice was placed in the bin located at this office  
and identified as the location for the above law firm's collection of  
file stamped documents.

Date of Mailing: 05/05/17

I declare under penalty of perjury that the foregoing is true and  
correct. Executed on 05/05/17 at San Bernardino, CA

BY: VERONICA GONZALEZ

1 Cheryl Thurston vs. Chino Commercial Bank, N.A.  
2 San Bernardino Superior Court Case No.: CIVDS 1708568

3  
4 PROOF OF SERVICE

5 STATE OF CALIFORNIA )  
6 COUNTY OF LOS ANGELES ) ss.

7 I am employed in the County of Los Angeles, State of California. I am over the age of 18  
8 and not a party to the within action. My business address is Pérez & Hawes LLP, 23901  
Calabasas Road, Suite 2060, Calabasas, California 91302.

9 On May 31, 2017, I served the foregoing document(s) described as **NOTICE OF**  
10 **REMOVAL OF ACTION** on the interested parties in this action by placing [ ] the original  
and/or [X] a true copy thereof enclosed in (a) sealed envelope(s) addressed as follows:

11 Scott J. Ferrell, Esq.  
12 PACIFIC TRIAL ATTORNEYS  
13 4100 Newport Place, Suite 800  
Newport Beach, CA 92660

14 [ ] (BY ELECTRONIC-MAIL)

15 [X] (BY REGULAR MAIL)

16 [X] I deposited such envelope in the mail in Calabasas, California. The envelope was  
17 mailed with postage thereon fully prepaid.

18 I am "readily familiar" with firm's practice of collection and processing correspondence for  
19 mailing. It is deposited with U.S. Postal Service on that same day in the ordinary course of  
20 business. I am aware that on motion of party served, service is presumed invalid if Postal  
cancellation date or postage meter date is more than one (1) day after date of deposit of mailing in  
affidavit.

21 [ ] (STATE) I declare under penalty of perjury under the laws of the State of California  
22 that the above is true and correct.

23 [X] (FEDERAL) I declare that I am employed in the office of a member of the bar of this  
Court at whose direction the service was made.

24 Executed on May 31, 2017

25   
26 ERICA PARKS